

Exhibit H

WESTLB AG,
NEW YORK BRANCH
1211 Avenue of the Americas
New York, New York 10036

April 10, 2009

Via Federal Express, Overnight Delivery

BayNorth Realty Fund VI, Limited Partnership
One Financial Center, Floor 23
Boston, Massachusetts 02111
Attention: Charles J. Flint

Re: SENIOR LOAN DEFAULT NOTICE
Sky Lodge, Park City, Utah

Ladies and Gentlemen:

Reference is made to that certain Intercreditor Agreement, dated as of March 30, 2006, (the "Intercreditor Agreement"), by and between WestLB AG, a German banking corporation acting by and through its New York Branch ("Senior Lender") and BayNorth Realty Fund VI, Limited Partnership, a Delaware limited partnership ("Mezzanine Lender"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Intercreditor Agreement.

Pursuant to the Senior Loan Agreement, Borrower is required to pay interest on the Senior Loan, in arrears, on the first business day of each calendar month. As of the date of this letter, Borrower has not made interest payments for the months of January, February, March and April of 2009. In addition, the Senior Loan matured on March 30, 2009 and has not been repaid by Borrower. This letter shall constitute a Senior Loan Default Notice to Mezzanine Lender in accordance with Section 11(a) of the Intercreditor Agreement that the above described monetary defaults have occurred under the Senior Loan Agreement.

Pursuant to Section 11(a) of the Intercreditor Agreement, Mezzanine Lender has the option to cure a monetary default under the Senior Loan Documents until fourteen (14) days after the delivery by Senior Lender of the Senior Loan Default Notice. Failure by Mezzanine Lender to cure these monetary defaults within such fourteen (14) day period will result in a Continuing Senior Loan Event of Default.

Nothing contained in this letter is intended to limit, nor shall it be deemed to limit or in any way affect, any of Senior Lender's claims, rights or remedies under the Intercreditor Agreement, and nothing in this letter shall in any way modify, change, impair, affect, diminish, or release any liability of Mezzanine Lender under or pursuant to the Intercreditor Agreement or entitle Mezzanine Lender to any other or further notice or demand whatsoever. Nothing contained

herein, nor any failure by Senior Lender to exercise any rights or remedies under the Intercreditor Agreement shall be deemed to constitute, nor is it intended to constitute, any waiver whatsoever of any: (i) term, provision, condition, covenant, or agreement contained in the Intercreditor Agreement; or (ii) rights or remedies of Senior Lender under the Intercreditor Agreement, at law or in equity or otherwise, or prejudice or preclude any other or further exercise of any such right or remedy by Senior Lender, all of which are hereby reserved.

Sincerely,

WESTLB AG, a German banking corporation acting by and through its New York Branch, as Lender and as Administrative Agent

By: 

Name:

Christian Ruehmer

Title:

Managing Director

By: 

Name: Renata Gontijo

Title: Director

cc:

Goodwin Proctor LLP
Exchange Place
Boston, Massachusetts 02109
Attention: Christopher B. Baker